

EXHIBIT “B”

Ivaylo Dodev

6312 S 161st Way
Gilbert, AZ 85298

July 1, 2013

Account Number: 0014052088

Mrs. Sourisa Bphanphonsavat

To: All Pretender Lenders, Alleged Servicers and Trustee, c/o of Select Portfolio Servicing, INC.

Today July 1, 2013, I received a letter (x4) dated June 28, 2013 inviting me to apply for a **New Federal Government Modification Program with an attached application to fill and send back**. Collectively, with the four identical letters, I received a letter stating that upon review of my modification application, *"my home loan is not eligible for this modification program for the following reason: Investor or Guardian Not Participating ..."* - with the same date stamp, June 28, 2013. **For the Record, I have never applied for any modification because there is no evidence that loan had/has ever existed.** *"A loan is the creation of debt by the lender's agreement to pay MONEY TO THE DEBTOR"* See: Maine Consumer Credit Code 9-A, Sec. 1.301 (23)(a)(1), *"A loan may be defined as the delivery by one party to, and the receipt by another of a sum of money."* See: Kirkland v. Bailes, 155 S.E. 2d 701. Yet the Federal Reserve Bank of Chicago says in Modern Money Mechanics that banks make loans by promising to lend. However, a promise to lend cannot be enforced. In order to constitute a loan, money must be loaned, but banks make loans by promising to lend, and promises to lend cannot be enforced, 5 MRSA.. You have not proven beyond a reasonable doubt that you are a Party of Interest, Damaged Party or a Holder in Due Course of any documents that substantiate, legally and lawfully, the alleged debt. **Sec. 806 of Fair Debt Collection Practices Act. Please find attached letter that will allow you to Prove your Claim and reply timely.** Furthermore, you have violated UCC 3-603, are subject to Federal Persecution, and have Defaulted on my Good Faith Offer to Pay, and are subject to damages. This is a poor attempt to create a sham contract, in Violation of **Sec. 812 of Fair Debt Collection Practices Act [15 USC 1692j]**, as well as State and Federal laws, by contracting with me on the ground of alleged modification. For the Record, your attempt was so poorly executed that you had sent me the Offer and the Decline at the same day. **The aforementioned Color of Law documents will be kept as evidence that you are attempting to take my property through theft by deception or larceny by trickery, both of which are felonies; Attached.**

The letter that denies the alleged modification suggests that SPS, Inc. may resume the foreclosure process during the 30 day period whilst awaiting reply. Hereby, I declare that I do not wave my rights of possession and cancel, making null and void, any claim from SPS, Inc. over my property, declared void according to law A.R.S. Title 33, Ch 4, Art 1, 33-404

& Art 2, 33-411 and Unconstitutional, according the Bill of Rights Amendment VII. Doing so, you will continue to cloud the title of my property (house/land) and will be liable for damages under State and Federal Law. Third party collectors are not firsthand material fact witnesses and have no legal standing in foreclosure process *"A holder who does not give value cannot qualify as a holder in due course."* See: UCC 3- 303;1(1). There is no legal recorded transfer of the alleged Promissory Note and Deed of Trust, as required by State Law, attesting to the fact that SPS, Inc. is not a party of interest and any further action(s) against me and my property (house/land) will be treated as an attempt to take my house through theft by deception and harassment under Sec. 806 of the Fair Debt Collection Practices Act, while in violation of Sec. 811(a)(1) of Fair Debt Collection Practices Act [15 USC 1692i] and liable under Sec. 813 (2)(A)(B)(3) of Fair Debt Collection Practices Act [15 USC 1692k] *"...without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector."*

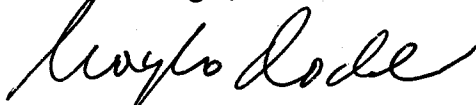
DECLARATION OF POSSESSION OF REAL PROPERTY (HOUSE/LAND)

BY IVAYLO DODEV

I, Ivaylo Dodev, natural born man, of flesh and blood, American National, declare in Private and in Public to MERS, First Magnus, Countrywide Home Loan, Bank of America, NA, Bank of New York Mellon, ReconTrust, Select Portfolio Servicing, Inc., State and Federal Agencies and any/all party of interest that I am in Possession (Possessio bona fide, Black's Law, 4th edit.), as of September 30th, 2008, of my property (house/land) c/o 6312 South 161st Way, Gilbert Arizona, under the Common Law as defined by William Blackstone, supra note 6, protected by statute of limitation under A.R.S. Title 12, Ch 5, Art 2, 15-522, and hold Secured and Valid Interest in my home/land.

"POSSESSION IS A GOOD TITLE WHERE NO BETTER TITLE APPEARS. 20 Vin.Abr. 278. POSSESSION IS NINE-TENTHS OF THE LAW. This adage is not to be taken as true to the full extent, so as to mean that the person in possession can only be ousted by one whose title is nine times better than his, but it places in a strong light the legal truth that every claimant must succeed by the strength of his own title, and not by the weakness of his antagonist's." Wharton. Black's Law Dictionary, 4th edit.

At Arm's Length,



I, Ivaylo Dodev, ARR

July 1, 2013

NOTICE OF DEMAND TO RELEASE AND RECONVEY LIEN

ACCEPTANCE OF FINANCIAL INSTRUMENT

I hereby notify you that my records shows that this loan is settled/satisfied/discharged in full via Electronic Funds Transfer (EFT, known as "reverse wire" or "payment order") in the amount of \$857,000.00, sent on Nov. 5, 2012, received by your office on November 7, 2012. The amount I tendered was fully negotiable and exchangeable in commerce in compliance with Federal Law for satisfaction of my debt. Because the original untouched instrument (EFT) was not returned to me within the time limits and manner required for such instruments, this instrument has been lawfully accepted and/or transacted. A tender of the proper amount due, even if rejected, extinguishes the lien and precludes foreclosure.

I have executed the remedy provided in laws to adjust and set off debt, under authority of Public Law 97-280 and P.L. 93-224, Title 12 USC 411, 412, House Joint Resolution 192, Public Law 3-10, UCC 3104(c), *Spencer v. Sterling Bank*, 63 Cal Ap. 4th 1055 (1998), *Guaranty Trust Co. Of NY v. Henwood et al*, (1939) and 307 U.S. 247 (FN3), the *Within Negotiable Instruments*, Vol. III (including 2006 Supplement) on the Undersigned's UCC Contract Trust Account. HJR 192 reads: *"Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts."* The entire taxing and monetary systems are hereby placed under the U.C.C." (Uniform Commercial Code) - The Federal Tax Lien Act of 1966.

According to Benjamin Geva, Harvard Business professor and expert on commercial instruments, on page 653 of The Law of Electronic Funds Transfers: *"As long as the beneficiary's bank has not timely rejected the payment order, acceptance under section 4A 209(b)(3) is at the opening of the next funds-transfer business day if, at that time, the amount of the senders order is fully covered by a withdrawable credit balance in an authorized account of the sender or the bank has otherwise received full payment from the sender. That is, cover at the time debt is posted is irrelevant; what counts is the state of the account at the opening of the next funds transfer business day."*

FINALITY OF PAYMENT AND CLOSURE

On page 653: *"In connection with a non-cash payment through the banking system, "finality of payment" has acquired diverse meanings. In the sense it has come to denote the irreversibility of the payment process. Otherwise, it has been taken to signify the loss of the right to recover a mistaken payment. Finally it has been used to mark the accountability to the payee/beneficiary by a bank instructed to pay to that payee/beneficiary." In this third sense there is a discharge of an obligation paid by means of the "funds transfer". "Discharge" is the satisfaction of the liability or debt in payment of which the funds transfer is made."* P. 640 *"Final payment" happens under Section 4-215(a) upon the occurrence of the first among the following three milestones (in the form of actions) taken by a payor bank: (1) payment in cash (ii) settlement for*

the check” without having the right to revoke the settlement, or (iii) a temporary settlement for the check followed by the failure to revoke it in a timely and proper manner.

Page 635: *“Conditional payment is not available in a credit transfer.”* Page 661: *“It is thus the “unfettered and unrestricted” right to the use of the funds, effectively arising upon what is referred to in this article as payment finality that discharges the debt paid by credit transfer as the equivalent of the deposit of cash to the account.”*

FORECLOSURE NOT LEGALLY POSSIBLE

You have defaulted on my offers to pay according to UCC 3-603 and the American laws of Presentment. *“An offer of performance which, if unjustifiably refused, places the refusing party in default and permits the party making tender to exercise his remedy for breach of contract.”* See: 17 P.2d 952, 953. I have given you four opportunities to cure and prove that you are a holder in due course of the ORIGINAL PROMISSORY NOTE along with the TRUST DEED, a copy of the final can be found attached to this document. (Subject to Pending Lawsuit, Article III venue court)

“A tender of the proper amount due, even if rejected, extinguishes the lien and precludes foreclosure” (See, e.g. Winnett v. Roberts, supra, 179 Cal App. 3d 909, 902, Lich tv v. Whitney, supra, 80 Cal. App 2d 696, 701; see also Code Civ. Proc. SS 2074.)

The term "tender" as used in the books, denotes a legal OFFER, one which one party is under obligation to make and the other bound to accept. See: Duluth v. Knowlton, 42 Minn. 229; Patnote v. Sanders, 41 Vt. 66.

Sobel v. Mutual Development Inc., 313 So. 2d 77 Fla. 1st DCA 1975) confirmed: “A mortgage is a mere incident of, and ancillary to, the note or other obligation secured thereby, and an assignment of the pledge of the mortgage without an assignment of the pledge of the note or obligation secured thereby, creates no right in the assignee or pledge.” Put simply, since the promissory note is paid off in full, there is no secured interest anymore that Select Portfolio Servicing has or that they can assign.

When there is no secured interest in the property, Select Portfolio Servicing does not have the legal ability to foreclose. In other words, “legal standing” is necessary to foreclose. See: *Jeff-Ray Corp. v. Jacobson*, 566 So. 2d 885, 886 (Fla. 4th DCA 1990). Also see: *Boyko decision in Ohio 2007*

Carpenter v. Longan, 83 U.S. 271, 274-75 (1872) declared: *“The note and mortgage are inseparable, the former as essential, the latter an incident.”*

"An assignment of the note carries the mortgage with it, while an assignment of the mortgage alone is a nullity." Orman v. North Alabama Assets Co. 204 F. 289, 293 (N.D. Ala. 1913); Rockford Trust Co. v. Purtell, 183 Ark. 918 (1931).

"It is the debt and not the mere evidence which is secured." Drake Lumber Co. v. Semple, 100 Fla. 1757, 130 S. 577, 581 (1930).

Select Portfolio Servicing cannot even assign this loan anymore because under common law, generally, the transfer of a mortgage without the transfer of the obligation it secures renders the mortgage ineffective and unenforceable in the hands of the transferee. Restatement (Third) of Property (Mortgages) Sec. 54 cmt. E (1997) In other words, in general a mortgage is unenforceable if it is held by one who has no right to enforce the secured obligation.

"When a note is split from a deed of trust the note becomes, as a practical matter unsecured." Restatement (Third) of Property (Mortgage) Sec. 5.4 cmt. A (1997). Additionally, if the deed of trust was assigned without the note, then the assignee, having no interest in the underlying debt or obligation, has a worthless piece of paper. The note cannot be assigned since it is paid off.

"In the context of a claim objection, both the injury-in-fact requirement of constitutional standing and the real party in interest requirement of prudential standing hinge on who holds the right to payment under the Note and hence the right to enforce the Note."

In re Weisband, 427, B.R. 13, 18-19 (Bankr. D Ariz. 2010). See Also U-Haul, 793, F.2d at 1038 (holding that the real party in interest is the "party to whom the relevant substantive law grants a cause of action.")

In other words, Select Portfolio Servicing, Inc. must be a person entitled to enforce the Note in order to qualify as a creditor entitled to file a Proof of Claim. That claim falls short because the note has been paid off through their acceptance of the EFT and the fact that they cannot provide the Original Promissory Note and Trust Deed. In re: Howard Richard Veal, Jr. and Shelli Ayesha Veal, Appellants v. American Home Mortgage Serv. Inc., Wells Fargo Bank, Appellees (June 2011).

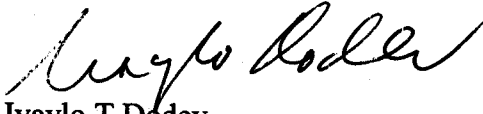
DEMAND TO FOLLOW LAW

Pertaining to Account # 0014052088, this is your official demand and last notice by me to discharge the mortgage lien on the public records within 30 (thirty) days, according to A.R.S. Title 33, Chp 6, Art 1 33-707. You must also send me the original promissory note back, stamped paid in full, and change all late pays on my three credit reports to a positive status reading: "Paid in full" and "paid as agreed;" otherwise, you can expect to be sued in Federal Court for numerous felonies, under Article III venues.

Your failure to respond, within 30 (thirty) days, as stipulated, and rebut, with particularity, the fact that the account has been satisfied and that there is no collateral, is your lawful, legal and binding

agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection, or that of those who represent you. Your silence is your acquiescence.

All Rights Reserved,



Ivaylo T Dodev

PS:

Should any infringement of my guaranteed and secured rights occur based on any actions on your part or by any party with whom you claim any affiliation, I will scrutinize said infringements and any injury therefrom pursuant to 42 USC §1983 and 18 USC §241-242 at minimum, and I will proceed accordingly.

COPY:

~~Gerald~~ Hassell, CEO and President of Bank of New York Mellon
Bank of New York Mellon, One Wall Street, New York, NY 10286

Matt Hollingsworth, CEO and President of Select Portfolio Servicing, Inc.,
3815 South West Temple, Salt Lake City, UT 84115

Sourisa Bphanphonsavat
P.O Box 65250
Salt Lake City, Utah 84165

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, IA 52244

June 2, 2013

IVAYLO DODEV
6312 S 161ST WAY
GILBERT, AZ 85298

RE: Creditor Account #0014052088

This letter is lawful notification to SELECT PORTFOLIO SERVING, INC., (DEBT COLLECTOR), as the first step of due process of law pursuant to **Sec. 806 of Fair Debt Collection Practices Act, the Bill of Rights and the Federal Constitution**, in particular Amendments 1, 4, 5, 7, and 14. Please take Notice that Ivaylo Dodev requires **BONA FIDE PROOF (in good faith and without deceit) that your claim is lawful and valid.**

Please take lawful notice that in order to effect this **BONA FIDE PROOF**, Error! Reference source not found., via any legally authorized representative, is lawfully required and hereby demanded to respond point by point in Truth, Fact, and Evidence to each and every item set forth in this correspondence before Ivaylo Dodev or his Authorized Representative can make an offer to settle DEBT COLLECTOR alleged claim in this matter.

Please provide the following:

1. A copy of the contract that binds myself, Ivaylo Dodev, and DEBT COLLECTOR
2. **PROOF OF CLAIM** via certified, notarized, specific, and relevant documents that DEBT COLLECTOR:
 - a. Has any contract or agreement which lawfully compels Ivaylo Dodev to accept and/or respond to any communications from DEBT COLLECTOR
 - b. Is a **lawful and valid** party of interest in this matter pursuant to Federal Debt Collection Act, Civil Rules of Procedure in the State of Arizona (See also Federal Rules of Civil Procedure 17(a)).
 - c. Is not an unrelated third party
 - d. Is not an unrelated third party debt collector
 - e. Did not purchase this alleged debt for an agreed upon cost from an alleged other COMPANY, CORPORATION, or Party
 - f. Is not acting on its own behalf and/or interests in this instant matter.

Please have your legally authorized representative respond via signed affidavit, under pain and penalty of perjury, and enclose copies of all relevant documents that demonstrate **BONA FIDE PROOF OF YOUR CLAIM within 30 (thirty) days of receipt of this letter, via certified mail/ TIME IS OF THE ESSENCE.**

Your **failure to respond in truth, fact, and evidence, to each of the above items, point by point as stipulated,** is SELECT PORTFOLIO SERVING, INC.'S, (DEBT COLLECTOR), admission to the fact DEBT COLLECTOR has no valid claim in this instant matter and DEBT COLLECTOR, and its agents or principals, are attempting to take my property through theft by deception or larceny by trickery; both of which are felonies. Your silence is your tacit admission to the fact that you have no valid claim in this instant matter.

All Rights Reserved,


Ivaylo Dodev

Ivaylo T Dodev
c/o 6312 S 161st Way,
Gilbert Arizona 85298

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE
WITH NEW GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

March 5, 2013

To: All Related Lenders, Servicers and Trustees

Matt Hollingsworth, CEO of Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

RE: Loan/Account No. 0014052088, AKA 147338494, for 6312 S 161st Way, Gilbert, AZ
85298, AKA 23410 S 161st way, Gilbert AZ 85297

NOTICE TO PRINCIPAL IS NOTICE TO AGENT.
NOTICE TO AGENT IS NOTICE TO PRINCIPAL.

To all related lenders, servicers and trustees, c/o Select Portfolio Servicing, Inc.

I, the undersigned, Ivaylo T. Dodev, hereby again, makes yet another good-faith
OFFER TO PAY THE TOTAL AMOUNT DUE.

Under the American laws of Presentment, I am hereby presenting you with my
DUE PROCESS NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

Due to the large amount of cash involved, and the need for accuracy, this new
Good-Faith OFFER TO PAY THE TOTAL AMOUNT DUE, is lawfully made with the
reasonable condition of your Presentment to the undersigned, of an itemized and
Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes,
insurance, late fees, penalties, escrow fees, and/or other charges actually due and
payable on a future date set certain.

Again, I also sincerely believe that I have a right to see court admissible evidence
that would prove that all Trust Deed or Mortgage, and Promissory Note transfers from
the original lender to the last purchaser were lawfully endorsed as required by law,

OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev

~~rendering the last purchaser~~ as the "holder in due course," and not merely a "holder,"
and thus has lawful standing to foreclose.

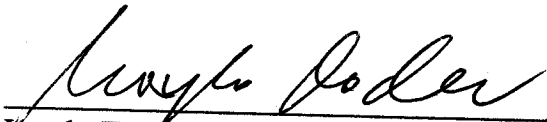
I also sincerely believe that I am entitled to see admissible evidence that will prove all document endorsements were not signed by people who were actually known as Robo-signers.

Again, I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note in order to lawfully complete and finalize this transaction.

Again, if this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

Again, I am also requesting that this material information be presented to me within a reasonable ten (10) days as **TIME IS OF THE ESSENCE**.

Sincerely,


Ivaylo T. Dodev

COPY:

Brian T. Moynihan, CEO of Bank of America
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Dominic Ware, Customer Advocate, Office of the CEO and President
Valerie Young, Customer Advocate, Office of the CEO and President
Bank of America, Co0-000-00-00, 100 North Tyron Street, Charlotte, NC 28255-0001

Payoff Department
Bank of America, Tx2-981-03-13, 7105 Corporate Drive, Plano, TX 75024

Louise Bowes, Michael J. Meehan, Courtney Magnarella
Blank Rome LLP, One Logan Square, 130 North 18th Street, Philadelphia, PA 19103-6998

OFFER TO PAY THE TOTAL AMOUNT DUE – Ivaylo T Dodev

Gerald Hassell, CEO and President of Bank of New York Mellon
Bank of New York Mellon, One Wall Street, New York, NY 10286

Candice Pitcher, Vice President of Compliance
3815 South West Temple, Salt Lake City, UT 84115

KaJay Williams, Consumer Ombudsman Specialist
Mindy Bee, Relationship Manager
P.O Box 65250
Salt Lake City, Utah 84165

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, IA 52244

Comptroller of the Currency
Administrator of National Banks, Washington, DC 20219

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NEW YORK, NY 10007

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CHARLOTTE, NC 28255

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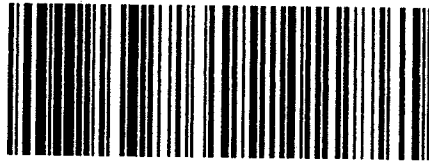
SALT LAKE
CITY, UT 84115**Expected Delivery By:**
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Select Portfolio Servicing
PO BOX 65250
Salt Lake City, UT
84165-0250



9171 9010 7643 2002 2531 09

IVAYLO T DODEV
6312 S 161ST WAY
GILBERT, AZ 85298-8455






"IMPORTANT"

You meet the criteria to apply for a new federal government modification program. Qualifying customers may reduce their monthly payment by an average of 35%.*

June 28, 2013

Please complete, sign and return all the enclosed documents by 07/28/2013 to see if you qualify.

 **IVAYLO T DODEV**
6312 S 161ST WAY
GILBERT, AZ 85298-8455

RE: Borrower Name: IVAYLO T DODEV
Account No: 0014052088
Property Address: 6312 S 161ST WAY
GILBERT, AZ 85298-8455

Dear Customer(s),

We are pleased to let you know that you that you meet the criteria required to apply for a new modification program recently announced as a result of the U.S. Department of Justice and State Attorneys General global settlement. We encourage you to apply since this modification program could provide qualified customers **significant principal reduction and reduce monthly payments by an average of 35%.***

Additionally, if you qualify for this modification, any past due late fees will be waived, interest and advances that we paid on your behalf will be added to your principal balance, and your loan will be brought up to date.

What you need to do

- To help us determine your eligibility for this principal reduction modification program, **please send us the requested financial information listed in the enclosed checklist by 07/28/2013.** We have provided a pre-paid envelope for your convenience. Within 30 days of receiving all of your documents, we will send you an approval or decline letter explaining next steps.
- Please be sure to promptly respond to any requests you receive from us.
- Please read the enclosed Frequently Asked Questions that includes important information on taxes and foreclosure.

We are here to help

We want to help you avoid foreclosure and strongly encourage you to apply for this new program. Please note that if we do not receive your documents by 07/28/2013 we will continue normal activities for collecting past due loan payments.

If you have any questions, please call (888) 818-6032 Monday through Thursday between the hours of 6 a.m. and 8 p.m., Friday from 6 a.m. to 5 p.m., and Saturday from 7 a.m. to 11 a.m., Mountain Time.

Your assigned Relationship Manager, Sourisa Bphanphonsavat, can be reached toll free at (888) 818-6032 Ext. 36621 or by email at directcontact@spservicing.com.

Select Portfolio Servicing, Inc.

P.S. Qualifying customers may reduce their monthly payment by an average of 35%.* Please send us the requested information today.



Frequently Asked Questions

Q. What is the government settlement about?

The U.S. Department of Justice and certain State Attorneys General have announced terms of a settlement that addresses claims based on allegations about foreclosure, loan modification, and loss mitigation practices. As part of that settlement, Select Portfolio Servicing, Inc. is allowed to offer this new modification program that can result in substantial principal reduction savings to customers who qualify.

Q. If I am approved for this modification, will I owe taxes on the amount forgiven?

This varies based on your personal situation. Because we would be forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income. You can also find useful information at www.irs.gov (search: mortgage forgiveness).

Q. What if I am in bankruptcy proceedings?

If you are represented by an attorney, we must speak with your attorney or have your attorney's permission to speak with you about this program, so he or she must fax a letter to that effect (on the firm's letterhead) to us at (801) 269-4294 before we discuss any details directly with you.

In addition, please consult with your attorney about how these programs could affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require bankruptcy court approval. If you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.

Q. Will a foreclosure occur if I participate in a modification program?

Important—Do not ignore any foreclosure notices.

Our review of your loan for a modification and the process of foreclosure may proceed at the same time. While we will take steps to suspend a foreclosure sale if one is pending, you may receive foreclosure/eviction notices - delivered by mail or in person - or you may see steps being taken in preparation for a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions about the foreclosure process, contact us at (888) 818-6032. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

Q. If I am in the deed in lieu process, may I still apply for a principal reduction modification?

If you are currently in review for a deed in lieu program, you may apply for the principal reduction modification program. It is important to consider all of your options and determine which one is best for you, given your personal situation. Please call deed in lieu customer care at (888) 818-6032 if you have questions regarding your deed in lieu in process.

Q. If I am in the short sale process, may I still apply for a principal reduction modification?

If you are currently in review for a short sale, you may apply for the principal reduction modification program. It is important to consider all of your options and determine which one is best for you, given your personal situation. If you choose to be considered for the modification program, you should reach out to trusted advisors such as your real estate agent or legal counsel to determine how to resolve any issues you may encounter regarding a short sale in process. Please call short sale customer care at (888) 818-6032 if you have questions regarding your short sale in process.

Q. Are there any special programs for military personnel?

Select Portfolio Servicing, Inc. is dedicated to assisting our military customers with their home loan needs. Please contact us at (888) 818-6032 if you are currently on active military duty or were released from active duty within the last nine months so that we can work with you to determine if this program is right for you.



Form 4506T-EZ (Rev. January 2011) Department of the Treasury Internal Revenue Service	Short Form Request for Individual Tax Return Transcript ▶ Request may not be processed if the form is incomplete or illegible.	OMB No. 1545-2154
<p>Tip. Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.</p>		
1a Name shown on tax return. If a joint return, enter the name shown first. <div style="border: 1px solid black; padding: 5px; width: 100%;">IVAYLO T DODEV</div>		1b First social security number or individual taxpayer identification number on tax return
2a If a joint return, enter spouse's name shown on tax return.		2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)		
4 Previous address shown on the last return filed if different from line 3 (See instructions)		
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.		
Third party name		Telephone number
Address (including apt., room, or suite no.), city, state, and ZIP code		
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.		
<p>Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.</p>		
<p>Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.</p>		
<p>Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. Note. For transcripts being sent to a third party, this form must be received within 120 days of signature date.</p>		
Sign Here	Signature (see instructions)	Date
	Spouse's signature	Date
Telephone number of taxpayer on line 1a or 2a		
For Privacy Act and Paperwork Reduction Act Notice, see page 2.		Cat. No. 54185S Form 4506T-EZ (Rev. 01-2011)



PROFIT AND LOSS STATEMENT

Please complete a separate Profit and Loss Statement for each business owned by the borrower(s).

Company Name:

Type of Business:**For the period:**

through

dd/mm/yyyy

dd/mm/yyyy

Name(s) of Borrower(s):

Income:

Gross Sales and Receipts

Other Income:

Other Income (interest, fees earned,

Total Income (Gross Sales + Other Income)

Business-Only Expenses:

Salaries Paid to Owners (other than me/us).....

Salaries Paid to Employees (other than me/us).....

Benefits to Owners/Employees (other than me/us).....

Payroll Taxes.....

Business Utilities.....

Business Rent and/or Mortgage Payments.....

Insurance.....

Advertising.....

Telephone.....

Office Expenses.....

Repairs and Maintenance.....

Business Travel, Meals, and Entertainment.....

Other Business Expenses.....

Total Business Expenses**Net Income/Loss:**

(Total Income minus Total Expenses)

Amount of Net Income That Borrower(s) Received

This form accurately states my/our business expenses and self-employed income for the stated period.

Borrower Signature

Date _____

Co-Borrower Signature


Date _____

Loan Number





June 28, 2013

 IVAYLO T DODEV
6312 S 161ST WY
GILBERT, AZ 85298

Re: Borrower Name(s): IVAYLO T DODEV
Loan Number: 0014052088
Property Address: 6312 S 161ST WAY
GILBERT, AZ 85298-8455

Dear Customer(s),

We have reviewed your home loan for eligibility in the new principal forgiveness modification program we recently introduced as a result of the U.S. Department of Justice and State Attorneys General national mortgage settlement. Unfortunately, your home loan is not eligible for this modification program for the following reason(s):

- **Investor or Guarantor Not Participating.** Your loan is not eligible for a modification because:
 - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan.
 - The investor or guarantor of your loan has not approved a modification.

If you believe our decision is incorrect, you have 30 calendar days from the date of this letter to contact us at (888) 818-6032 and provide information to show why our determination of eligibility was in error.

We want to help you. Depending on your situation, we may have other modification options for you. If you have already been evaluated for these programs, you may have to show a change in your circumstances in order to qualify. If a modification is not an option, these other alternatives may also be available to you:

- **Short Sale** - the property is listed for sale at fair market value, even if that value is lower than what you owe on the mortgage. If a buyer is identified and the property is sold, the proceeds from the sale are applied towards the mortgage debt, even if the proceeds are less than the amount owed on the mortgage. You may be responsible for any balance remaining after the sale.
- **Deed in Lieu of Foreclosure** - you agree to transfer the title or ownership of your property to the owner or servicer of your loan in order to avoid foreclosure sale and satisfy all or a portion of the mortgage debt. The amount of debt satisfied by this transfer of ownership is based on the approved value of your home. In some cases, you may be responsible for a remaining balance of the mortgage debt over and above the approved value.

These options have different requirements and guidelines, and not all loans qualify. Also, these options may offer financial assistance for your relocation.



Note that during the 30-day period in which you may contact us and provide information which you believe shows our decision is incorrect, we may begin or resume the foreclosure process and even conduct a foreclosure sale. You may receive foreclosure and eviction notices by mail or in person. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If a foreclosure sale is scheduled during this 30-day period, do not assume it will be postponed.

If you have any questions about the collection or foreclosure process, please call us. If you do not understand the legal consequences of foreclosure, we encourage you to contact an attorney or housing counselor for assistance.

We are here to help

We want to work with you to help you determine what options may be right for your individual situation.

If you would like to discuss your options or your situation has changed, **please call (888) 818-6032**, Monday through Thursday between the hours of 6 a.m. and 8 p.m., Friday from 6 a.m. to 5 p.m., and Saturday from 7 a.m. to 11 a.m., Mountain Time.

Your assigned Relationship Manager, Sourisa Bphanphonsavat, can be reached toll free at (888) 818-6032 Ext. 36621 or by email at directcontact@spservicing.com.

Assistance from housing counselors who are approved by the U.S. Department of Housing and Urban Development (HUD) is also available to you at no charge. To reach a housing counselor or for help in understanding this notice, you may call the HOPE Hotline Number at (888) 995-HOPE.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerning a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono (800) 831-0118 y marque la opción 2.

The purpose of this communication is to let you know about your potential eligibility for a modification program that may help you bring or keep your account current through affordable payments.

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 818-6032.

We understand that you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law. This notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

In addition, if you are currently in a bankruptcy proceeding, approval of any program for which you may be eligible is contingent on approval by the bankruptcy court in your bankruptcy case.



Subject: USPS Shipment Info for 9114901075742388810480

From: US_Postal_Service@usps.com (US_Postal_Service@usps.com)

To: dodev7@yahoo.com;

Date: Wednesday, July 10, 2013 2:31 PM

This is a post-only message. Please do not respond.

Ivaylo Dodev has requested that you receive the current Track & Confirm information, as shown below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 9114901075742388810480

Service Type: USPS Tracking™

Shipment Activity	Location	Date & Time
Delivered	IOWA CITY, IA 52244	July 8, 2013 7:24 am
Arrival at Post Office	IOWA CITY, IA 52240	July 8, 2013 6:43 am
Depart USPS Sort Facility	DES MOINES, IA 50318	July 6, 2013
Processed through USPS Sort Facility	DES MOINES, IA 50318	July 6, 2013 5:08 am
Depart USPS Sort Facility	PHOENIX, AZ 85043	July 4, 2013
Processed at USPS Origin Sort Facility	PHOENIX, AZ 85043	July 4, 2013 1:38 am
Dispatched to Sort Facility	GILBERT, AZ 85296	July 3, 2013 4:16 pm
Acceptance	GILBERT, AZ 85296	July 3, 2013 3:54 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaqs.htm>

USPS TRACKING # **9114 9010 7574 2388 8104 80**
 & CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
 or call 1-800-222-1811.

USPS TRACKING # **9114 9010 7574 2388 8104 97**
 & CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
 or call 1-800-222-1811.

USPS TRACKING # **9114 9010 7574 2388 8105 03**
 & CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
 or call 1-800-222-1811.

USPS TRACKING # **9114 9010 7574 2388 8105 10**
 & CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
 or call 1-800-222-1811.

Subject: USPS Shipment Info for 9114901075742388810497

From: US_Postal_Service@usps.com (US_Postal_Service@usps.com)

To: dodev7@yahoo.com;

Date: Wednesday, July 10, 2013 2:31 PM

This is a post-only message. Please do not respond.

Ivaylo Dodev has requested that you receive the current Track & Confirm information, as shown below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 9114901075742388810497

Service Type: USPS Tracking™

Shipment Activity	Location	Date & Time
Delivered	NEW YORK, NY 10007	July 6, 2013 2:22 pm
Out for Delivery	NEW YORK, NY 10007	July 6, 2013 9:56 am
Sorting Complete	NEW YORK, NY 10007	July 6, 2013 9:46 am
Arrival at Post Office	NEW YORK, NY 10007	July 6, 2013 8:11 am
Depart USPS Sort Facility	BETHPAGE, NY 11714	July 6, 2013
Processed through USPS Sort Facility	BETHPAGE, NY 11714	July 6, 2013 12:03 am
Depart USPS Sort Facility	PHOENIX, AZ 85043	July 4, 2013
Processed at USPS Origin Sort Facility	PHOENIX, AZ 85043	July 3, 2013 11:47 pm
Dispatched to Sort Facility	GILBERT, AZ 85296	July 3, 2013 4:16 pm
Acceptance	GILBERT, AZ 85296	July 3, 2013 3:54 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaqs.htm>

Subject: USPS Shipment Info for 9114901075742388810510

From: US_Postal_Service@usps.com (US_Postal_Service@usps.com)

To: dodev7@yahoo.com;

Date: Wednesday, July 10, 2013 2:31 PM

This is a post-only message. Please do not respond.

Ivaylo Dodev has requested that you receive the current Track & Confirm information, as shown below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 9114901075742388810510

Service Type: USPS Tracking™

Shipment Activity	Location	Date & Time
Delivered	SALT LAKE CITY, UT 84115	July 5, 2013 10:12 am
Arrival at Post Office	SALT LAKE CITY, UT 84115	July 5, 2013 9:41 am
Depart USPS Sort Facility	SALT LAKE CITY, UT 84199	July 5, 2013
Processed through USPS Sort Facility	SALT LAKE CITY, UT 84199	July 5, 2013 1:58 am
Depart USPS Sort Facility	PHOENIX, AZ 85043	July 4, 2013
Processed at USPS Origin Sort Facility	PHOENIX, AZ 85043	July 3, 2013 11:46 pm
Dispatched to Sort Facility	GILBERT, AZ 85296	July 3, 2013 4:16 pm
Acceptance	GILBERT, AZ 85296	July 3, 2013 3:54 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaqs.htm>

Subject: USPS Shipment Info for 9114901075742388810503
From: US_Postal_Service@usps.com (US_Postal_Service@usps.com)
To: dodev7@yahoo.com;
Date: Wednesday, July 10, 2013 2:31 PM

This is a post-only message. Please do not respond.

Ivaylo Dodev has requested that you receive the current Track & Confirm information, as shown below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 9114901075742388810503

Service Type: USPS Tracking™

Shipment Activity	Location	Date & Time
Delivered	SALT LAKE CITY, UT 84165	July 5, 2013 10:10 am
Arrival at Post Office	SALT LAKE CITY, UT 84115	July 5, 2013 9:22 am
Depart USPS Sort Facility	SALT LAKE CITY, UT 84199	July 5, 2013
Processed through USPS Sort Facility	SALT LAKE CITY, UT 84199	July 4, 2013 11:45 pm
Depart USPS Sort Facility	PHOENIX, AZ 85043	July 4, 2013
Processed at USPS Origin Sort Facility	PHOENIX, AZ 85043	July 4, 2013 1:37 am
Dispatched to Sort Facility	GILBERT, AZ 85296	July 3, 2013 4:16 pm
Acceptance	GILBERT, AZ 85296	July 3, 2013 3:54 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaqs.htm>



July 29, 2013

Ivaylo Dodev
6312 S. 161st Way
Gilbert, AZ 85298

Account Number: 0014052088
Property Address: 6312 S. 161st Way
Gilbert, AZ 85298-8455

Dear Ivaylo Dodev,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, received your correspondence dated March 5, 2013, June 2, 2013, and July 1, 2013, regarding your mortgage account. SPS has reviewed your concerns and will respond below.

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your personal obligation has been discharged in a Bankruptcy proceeding. This notice and the enclosed documents are for compliance and informational purposes only and do not constitute a reaffirmation of your obligation, a demand for payment, or an attempt to collect such obligation. Even though your personal liability on the note may be discharged, the terms of the mortgage remain in effect. The owner of the mortgage, as lien holder, continues to have an enforceable lien on the real property.

Since February 15, 2013, SPS has received multiple correspondence from you raising concerns about the above referenced account, and on each occasion SPS has researched and responded in a timely manner. I enclose a copy of these responses for your review. Because SPS has previously reviewed, researched and answered your concerns in great detail, SPS feels that we have addressed your concerns, and that the information you have recently presented does not raise any new issues or concerns.

SPS previously advised you on April 2, 2013, that we will no longer respond to you regarding debt elimination documents. SPS has previously received similar debt elimination documents from you, and feels our previous responses to you regarding those documents are adequate.

SPS has previously addressed your comments regarding the EFT payment in the amount of \$857,000.00. To reiterate SPS' position, we consider the documents that were presented to have no legal validity as a payment or as an electronic funds transfer. We also believe that the presentation of these documents constitutes a fraudulent attempt to satisfy the lien under your mortgage documents. Please note, if it is your true intent to pay off the account, please contact SPS in order to obtain a payoff quote and we will accept certified funds only to pay off that amount.

As previously stated in our March 14, 2013 response letter, on November 29, 2012, you requested that SPS review your account for a modification under the National Mortgage Settlement (NMS). We enclose a copy of the NMS initial package that was sent to you on November 30, 2012. After further review, the NMS was denied on June 28, 2013, as the investor or guarantor of your account has not approved the NMS modification (denial letter enclosed).

0014052088

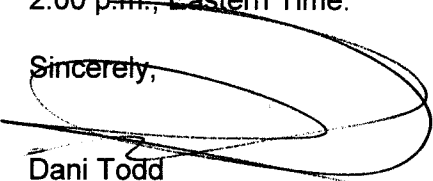


In your correspondence you raised concerns regarding two letters for the National Mortgage Settlement (NMS) dated June 28, 2013. We apologize for any confusion these letters may have caused. However, one of the letters is a system generated letter to advise borrowers that their account meets the basic eligibility requirement to be reviewed under the NMS program.

Please note your account has been assigned a relationship manager to assist you through the resolution process. If you have any questions or concerns you may contact me directly at the number below, or you may contact your assigned relationship manager, Sourisa Bphanphonsav, at (888) 818-6032, extension 36621.

SPS is committed to the prevention of foreclosure and offers many resolution options at no cost to our customers. Please contact our Loan Resolution Department to provide financial information and discuss the options for which you may be eligible. Our Loan Resolution Department can be reached at (888) 818-6032, between the hours of 8:00 a.m. and 11:00 p.m., Monday through Thursday, Friday from 8:00 a.m. to 9:00 p.m., and Saturday from 8:00 a.m. to 2:00 p.m., Eastern Time.

Sincerely,



Dani Todd
Consumer Ombudsman Specialist
Direct Phone (801) 594-6261
Fax (801) 293-3943

Enclosures as stated



April 5, 2013

Ivaylo T. Dodev
6312 S. 161st Way
Gilbert, AZ 85298

Account Number: 0014052088
Property Address: 6312 S. 161st Way, Gilbert, AZ 85298-8455

Dear Mr. Dodev,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is in receipt of your recent correspondence in which you sent us a document entitled "Notice of Crime". It appears your intent for sending the above referenced document was to secure a release of the lien on the above referenced property. SPS has reviewed your correspondence and will respond below.

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your personal obligation has been discharged in a Bankruptcy proceeding. This notice and the enclosed documents are for compliance and informational purposes only and do not constitute a reaffirmation of your obligation, a demand for payment, or an attempt to collect such obligation. Even though your personal liability on the note may be discharged, the terms of the mortgage remain in effect. The owner of the mortgage, as lien holder, continues to have an enforceable lien on the real property.


SPS considers the document that was presented to have no legal validity, and believes presentation of this document constitutes a fraudulent attempt to satisfy the lien on the property. Because SPS is rejecting this document as invalid, a satisfaction of the lien against the property will not be recorded.

If you wish to satisfy the lien in full, using U.S. dollars in legal tender on a payment instrument that constitutes good funds, we require you to obtain a payoff quote, and provide us with the funds necessary to satisfy the lien in full, in the form of a wire or other certified funds, such as a cashier's check.

As of April 2, 2013, SPS will no longer respond to you regarding debt elimination documents. SPS has previously received similar debt elimination documents from you, and feels our previous responses to you regarding those documents to be adequate. As you have been previously advised, SPS offers an array of foreclosure prevention options including modifications under the National Mortgage Settlement. If you wish to be reviewed for those options, please contact me directly at the number below.

SPS appreciates the opportunity to research and respond to your inquiry. If you have any questions or concerns, please contact the Ombudsman Department. Our toll-free number is (866) 662-0035, option 3, and representatives are available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time.

Sincerely,


KaJay Williams, Consumer Ombudsman Specialist
Direct Phone (801) 594-6225, Fax (801) 293-3943

0014052088



March 14, 2013

Ivaylo T. Dodev
6312 S. 161st Way
Gilbert, AZ 85298

Account Number: 0014052088
Property Address: 6312 S. 161st Way, Gilbert, AZ 85298-8455

Dear Ivaylo T. Dodev,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, received your correspondence dated March 5, 2013, regarding your mortgage account. In your correspondence you offer a good faith payment to pay off the account, in return for a hand to hand exchange of your original mortgage documents. SPS has reviewed your concerns and will respond below.

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your personal obligation has been discharged in a Bankruptcy proceeding. This notice and the enclosed documents are for compliance and informational purposes only and do not constitute a reaffirmation of your obligation, a demand for payment, or an attempt to collect such obligation. Even though your personal liability on the note may be discharged, the terms of the mortgage remain in effect. The owner of the mortgage, as lien holder, continues to have an enforceable lien on the real property.

Pursuant to our telephone conversation on March 12, 2013, SPS advised you that if it is your true intent to pay off the account, we can arrange a face to face meeting at our Salt Lake City, Utah office where you can view the mortgage origination documents. You must contact me directly at the number below to schedule this appointment, as all original documents are kept in an offsite secured facility and must be ordered to be sent to our office. Regarding the exchange of the original mortgage documents for a cash payment to satisfy the lien on the property, SPS is not required under Arizona state law to release those documents, and would not release them at the face to face meeting. When you are ready to pay off the account please contact SPS to obtain a payoff quote, and we will accept certified funds only to payoff that amount.

On November 29, 2012, you requested that SPS review your account for a modification under the National Mortgage Settlement (NMS). Unfortunately, as of the date of this letter we have not received the required documents from you. If you wish to continue the NMS review, please contact your assigned relationship manager, Mindy Bee, at (888) 818-6032, extension 36897, in order to discuss the required documents.

SPS appreciates the opportunity to research and respond to your inquiry. If you have any questions or concerns, please contact the Ombudsman Department. Our toll-free number is (866) 662-0035, option 3, and representatives are available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time.

Sincerely,

A handwritten signature in black ink, appearing to read "KaJay Williams", is written over a horizontal line.

KaJay Williams, Consumer Ombudsman Specialist
Direct Phone (801) 594-6225, Fax (801) 293-3943

0014052088



February 5, 2013

Ivaylo T. Dodev
6312 S. 161st Way
Gilbert, AZ 85298

Account Number: 0014052088
Property Address: 6312 S. 161st Way, Gilbert, AZ 85298-8455

Dear Ivaylo T. Dodev,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is in receipt of your correspondence dated January 4, 14, & 31, 2013, regarding your mortgage account. In your correspondence you offer an "EFT payment" or good faith offer to pay off the account. SPS has reviewed these concerns and will respond below.


SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your personal obligation has been discharged in a Bankruptcy proceeding. This notice and the enclosed documents are for compliance and informational purposes only and do not constitute a reaffirmation of your obligation, a demand for payment, or an attempt to collect such obligation. Even though your personal liability on the note may be discharged, the terms of the mortgage remain in effect. The owner of the mortgage, as lien holder, continues to have an enforceable lien on the real property.

SPS has previously addressed your comments regarding the EFT payment in the amount of \$857,000.00, most recently on January 9, 2013, a copy of which is enclosed. To reiterate SPS' position, we consider the documents that were presented to have no legal validity as a payment or as an electronic funds transfer. We also believe that the presentation of these documents constitutes a fraudulent attempt to satisfy your obligation under your mortgage documents. Please note, if it is your true intent to pay off the account, we enclose a payoff quote and will accept certified funds only to payoff that amount.

On November 29, 2012, you requested that SPS review your account for a modification under the National Mortgage Settlement (NMS). Unfortunately, as of the date of this letter we have not received the required documents from you. If you wish to continue the NMS review, please contact your assigned relationship manager, John Hackfield, at (800) 635-9698, extension 43078, in order to discuss the required documents.

SPS appreciates the opportunity to research and respond to your inquiry. If you have any questions or concerns, please contact the Ombudsman Department. Our toll-free number is (866) 662-0035, option 3, and representatives are available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time.

Sincerely,


KaJay Williams
Consumer Ombudsman Specialist
Direct Phone (801) 594-6225
Fax (801) 293-3943

Enclosures as stated

0014052088



January 9, 2013

Ivaylo T. Dodev
6312 So. 161st Way
Gilbert, AZ 85298

*Re: Select Portfolio Servicing Account No. 0014052088
Property Address: 6312 So. 161st Way, Gilbert, AZ 85298*

Dear Ivaylo T. Dodev:

Select Portfolio Servicing, Inc. (SPS) is in receipt of your recent correspondence, dated January 4, 2013, which references what is purported to be an "EFT" check in the amount of \$857,000.00 stating it is for the "discharge of debt."

As we have notified you previously, SPS considers the document that was presented to have no legal validity as a payment or as an electronic funds transfer. We believe that presentation of this document constitutes a fraudulent attempt to satisfy your obligation under your loan documents. These documents will not be returned to you.

If you have any questions regarding this correspondence or the servicing of your account, please contact me toll-free at 866-390-7598.

Sincerely,

Candice Pitcher
Vice President of Compliance